

CHRISTOPHER M. MCMONAGLE, ESQUIRE
 STERN & EISENBERG, PC
 1581 MAIN STREET, SUITE 200
 THE SHOPS AT VALLEY SQUARE
 WARRINGTON, PA 18976
 TELEPHONE: (215) 572-8111
 FACSIMILE: (215) 572-5025
 (COUNSEL FOR MOVANT)

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | |
|--|-------------------------------|
| IN RE: JACQUELINE WHITE DEBTOR | CHAPTER: 13 |
| CARISBROOK ASSET HOLDING TRUST MOVANT | BANKRUPTCY CASE: 18-15137-AMC |
| V. | JUDGE: ASHELY M.CHAN |
| JACQUELINE WHITE DEBTOR | |

**CONSENT ORDER/STIPULATION
 SETTLING MOTION FOR RELIEF FROM AUTOMATIC STAY**

Upon the Motion of Carisbrook Asset Holding Trust, (hereafter “Movant”) through its Counsel, Stern & Eisenberg PC, under 11 U.S.C. § 362(d) (and § 1301) for relief from the automatic stay as to Debtor's real property located at **6107 Cobbs Creek Parkway, Philadelphia, PA 19143** (hereinafter, the “Property”), and the parties agreeing to the entry of the Order settling the Motion for Relief and for cause shown, it is hereby ORDERED AND DECREED as follows:

1. As of December 13, 2018, Jacqueline White (hereinafter, “Debtor”) acknowledges that Debtor is due for the following post-petition regular monthly payments from September 1, 2018 as follows:

| | |
|--|-------------------|
| PAYMENTS: | \$ 2,900.64 |
| 09/01/2018 12/01/2018 \$725.16 @ 4 MONTHS | |
| COUNSEL FEES/COSTS FOR MOTION | \$ <u>1031.00</u> |
| POST-PETITION SUSPENSE: | (\$611.57) |
| POST-PETITION ARREARS ("ARREARS") | \$3,320.07 |

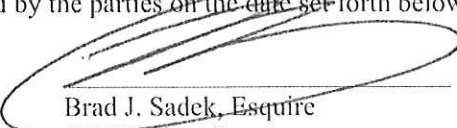
2. Debtor shall cure the Arrears as set forth above by paying them through Debtor’s Chapter 13 Bankruptcy Plan. Debtor shall file an Amended Plan within 30 days of this stipulation incorporating the post-petition delinquency in the amount of \$3,320.07 to the pre-petition arrears of \$33,591.77 making a total of \$36,911.84 to be paid through the Amended Plan.

3. Debtor agrees that no Chapter 13 Bankruptcy Plan shall be confirmed unless it includes the pre-petition arrears of \$33,591.77 and the post-petition arrears of \$3,320.07 outlined in paragraph 1 for a total of \$36,911.84.


4. Movant shall not file an Amended Proof of Claim #3 or a new Proof of Claim for the \$3,320.07 in post-petition arrears.
5. Debtor agrees to continue regular monthly mortgage payments (currently \$725.16/month) beginning in January 1, 2019.
6. In the event the regular monthly payment changes for any reason, then the amount due pursuant to this Paragraph 2 shall be adjusted accordingly. Thereafter, Debtor agrees to continue making the regular monthly mortgage payment.
7. Payment(s) due in accordance with this Consent Order/Stipulation shall be due on or before the *1st* of each month.
8. Debtor shall make the regular monthly payments required to the Trustee.
9. All payments due to Movant from Debtor are to be made directly to Movant at c/o RoundPoint Mortgage Servicing Corporation, P.O. Box 19409, Charlotte, NC, 28219 making sure that Movant's loan number appears on all payments.
10. In the event Debtor fails to make any of the payments set forth hereinabove (or payments for real estate taxes and/or hazard insurance when due) on or before their due dates, Movant and/or Counsel may give Debtor and Debtor's counsel notice of the default.
11. If any such default is not cured within ten (10) days of said notice of the default, upon certification to the court of such default, and request for Order, with a copy to Debtor and Debtor's counsel, Movant shall immediately have relief from the bankruptcy stay, per the form of the attached Order which is made part hereof as Exhibit "A".
12. Debtor shall pay Attorney Fees for each Notice of Default issued by Movant as a result of Debtor's failure to make payments in accordance with this Order.
13. The failure by Movant, at any time, to file a Certification of Default upon default by Debtor shall not be construed, nor shall such failure act, as a waiver of any of Movant's rights hereunder.
14. Upon issuance of the aforesaid Order, the parties hereto further agree that Movant (and any assignee/successor-in-interest) may proceed in state court to exercise all rights and remedies available to it as a mortgagee and Movant under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.
15. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code, Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date that the case is converted. If Debtor fails to make payment in accordance with this paragraph then Movant, through Counsel, may file a certification setting forth said failure and Movant shall be granted immediate relief from the automatic stay in the form of Order attached as Exhibit "A".
16. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.
17. Facsimile signatures shall be as valid as original signatures and this Consent Order/Stipulation may be signed in counterparts.

By signing this Stipulation/Consent Order, Debtor's Counsel represents that Debtor is familiar with and understand the terms of the Stipulation/Consent Order and agree to said terms regardless of whether Debtor has actually signed said stipulation. Seen and agreed by the parties on the date set forth below:

/s/Christopher M. McMonagle, Esq.
Christopher M. McMonagle, Esq.
Stern & Eisenberg, PC
1581 Main Street, Suite 200
The Shops at Valley Square
Warrington, PA 18976
Telephone: (215) 572-8111
cmcmonagle@sterneisenberg.com
Counsel for Movant
Date: December 13, 2018


Brad J. Sadek, Esquire
1315 Walnut Street
Suite 502
Philadelphia, PA 19107
Telephone: 215-545-0008
Email: brad@sadeklaw.com
Counsel for Debtor(s)

Date: 12/21/18


JAC/K William C. Miller, Esquire
Chapter 13 Trustee/ Attorney for Trustee
Email: JMiller@ph13trustee.com

Date: 12-21-18

NO OBJECTION

***without prejudice to any
trustee rights or remedies**